

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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RICHARD VARNEY, JR. individually and as  
Administrator to the Estate of Lillian Varney,  
Deceased

Civil Case No.: 07-695 (LDW) (AKT)

Plaintiff,

-against-

**DECLARATION OF  
RICHARD VARNEY, JR.**

VERIZON COMMUNICATIONS, INC.,  
VERIZON MANAGEMENT PENSION PLAN  
and VERIZON EMPLOYEE BENEFITS  
COMMITTEE,

Defendants.

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RICHARD VARNEY, JR., hereby affirms the following is true and correct:

1. I am the Plaintiff in this action and the son of Lillian Varney, deceased.
2. Lillian Varney was a former employee of NYNEX and its successor, VERIZON, from 1980 to December 1993 and a participant in the Plan.
3. I am the sole beneficiary and the Administrator of the Estate of Lillian Varney.
4. Lillian Varney was on permanent disability from on or about January 1, 1994, until she died on January 10, 2006.
5. On or about January 17, 2006, I contacted the Verizon Benefits Center and advised that Lillian Varney had deceased on January 10, 2006, and that I desired to make a claim for benefits under the Plan.
6. The Verizon Benefits Center advised me that no information would be provided to me until I provided Letters Testamentary identifying me as the administrator of Lillian Varney's estate.

7. On or about March 27, 2006, the Superior Court of Orange County California appointed me as Administrator of the Estate of Lillian Varney.

8. On or about April 18, 2006, I provided the Letters Testamentary to the Verizon Benefits Center.

9. In or about late May, 2006, the Verizon Benefits Center notified me that the calculation of my benefits under the Plan had been completed.

10. The VBC determined that I was entitled to a benefit under the plan and mailed me a Pension Plan Beneficiary Pension Elections Worksheet, dated May 23, 2006. The document stated that it was determined that I was entitled to a death benefit in the amount of \$99,269.74.

11. On or about June 15, 2006, I received a letter from the Verizon Benefits Center confirming that I was entitled to receive a benefit in the amount of \$99,269.74 under the Plan. The VBC subsequently mailed me a Pension Plan Beneficiary Pension Election Authorization Form, dated June 20, 2006.

12. On or about June 22, 2006, I contacted the Verizon Benefits Center by telephone to inquire when I would receive the check for my benefits. Without explanation, the Verizon Benefits Center advised me that payment would be delayed until August 1, 2006.

13. On or about July 18, 2006, I contacted the Verizon Benefits Center again by telephone and was informed that there was "a problem" and that I would be contacted within 24 hours. I never received a return telephone call from the Verizon Benefits Center.

14. Despite numerous telephone conversations with representatives at the Verizon Benefits Center during July, 2006, Defendants failed to provide me with formal notification of the denial of my claim or any explanation regarding why the benefit had not been paid.

15. Defendants failed to identify or explain the plan provisions upon which the reversal of its determination was based or whether the claim had been approved or denied.

16. Defendants failed to provide me with a claim form to initiate a review of the determination that I was not entitled to a benefit or to challenge the denial of benefits.

17. On or about July 20, 2006, the Verizon Claims Center contacted me by telephone and advised that it was unable confirm the reason why the pension proceeds had not been paid. Representatives informed me that I would have to file a request claim form.

18. On or about July 30, 2006, I contacted the Verizon Benefits Center and requested that a claim form be sent to me. Defendants failed to provide me with a claim form until after this action was commenced on February 16, 2007.

19. From August 2006 to December 2006, I repeatedly asked Defendants, through my counsel, to provide a written denial of benefits.

20. From August 2006 to December 2006, Defendants failed to provide me with a written denial of benefits.

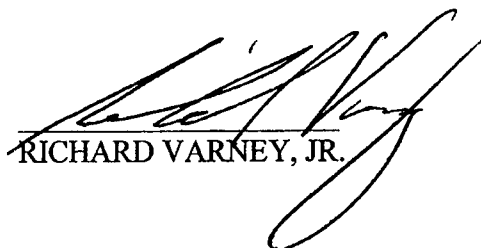
21. Defendants failed to provide a written denial of benefits until after the commencement of this action on February 16, 2007.

22. Defendants advised me that the determination had been reversed in a telephone call, but did not provide me with any written explanation regarding the denial of benefits or a claim form to challenge the adverse determination and initiate a review. Defendants did not identify which provisions of the plan, if any, they relied upon in denying the claim.

23. On February 16, 2007, I commenced this action to recover benefits and enforce my rights under the Plan pursuant to ERISA.

I declare under the penalty of perjury that the foregoing is true and correct based upon my personal knowledge.

Dated: 3/20/12

  
RICHARD VARNEY, JR.